

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Finch, Pruyne & Company, Incorporated		06/18/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Finch Paper LLC		
Street Address:	One Sound Shore Drive, Suite 302		
Internal Address:	c/o Atlas Holdings, LLC; Attn: Timothy J. Fazio		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0718566	FINCH	
Registration Number:	0850617	FINCH PAPER	
Registration Number:	1329552	FINCH FINE	
Registration Number:	1767434	CASABLANCA	
CORRESPONDENCE DATA			
Fax Number:	(212)728-8111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Rachel Dooley c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	117232.00001		

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NAME OF SUBMITTER:	Rachel S. Dooley
Signature:	/rachelsdooley/
Date:	09/20/2007
Total Attachments: 5 source=finch#page1.tif source=finch#page2.tif source=finch#page3.tif source=finch#page4.tif source=finch#page5.tif	

TRADEMARK ASSIGNMENT

This Assignment, dated as of June 19, 2007 (the "Trademark Assignment"), is entered into by and between FINCH, PRUYN & COMPANY, INCORPORATED, a New York corporation ("Assignor"), and FINCH PAPER LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks and service marks listed on the attached Schedule A, all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said trademarks and service marks (collectively, the "Trademarks");

WHEREAS, the Assignor and Finch Paper Holdings LLC are parties to that certain Asset Purchase Agreement dated as of March 30, 2007, (the "Purchase Agreement") pursuant to which Assignor has agreed to sell, transfer and assign to Finch Paper Holdings LLC (or its permitted assigns) the Designated Assets (as defined in the Purchase Agreement) and all of its right, title and interest therein including, without limitation, the Trademarks; and

WHEREAS, the parties wish to execute and deliver this Trademark Assignment for the purpose of effecting the intent under the Purchase Agreement and assigning the Trademarks from Assignor to Assignee.

NOW THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereto enter into this agreement as follows:

1. Assignor does hereby contribute, sell, convey, transfer, assign, and deliver to Assignee, its successors and assigns, and Assignee purchases and accepts from Assignor, all of Assignor's right, title, and interest in and to the Trademarks throughout the world, including all registrations and applications thereof and all goodwill pertaining thereto, the right to conduct business under the Trademarks, including the right to license others under the Trademarks, the portion of the business of Assignor to which any intent-to-use application pertains, and all rights to sue, counterclaim, and to collect damages and payments for claims of past, present, and future infringements, unfair competition or misappropriations thereof, and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks.

2. Assignor hereby agrees to execute upon the request of Assignee, at Assignee's expense, such additional documents as are necessary to register and otherwise give full effect to the rights of Assignee under this Trademark Assignment in and to the Trademarks worldwide, including all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office.

3. General Provisions.

- (i) In the event that any provision of this Trademark Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.
- (ii) This Trademark Assignment shall be construed and enforced in accordance with the laws (other than the conflict of law rules) of the State of New York.
- (iii) This Trademark Assignment may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.
- (iv) The failure of either party to enforce any terms or provisions of this Trademark Assignment will not waive any rights under such terms and provisions.
- (v) This Trademark Assignment shall bind and shall inure to the benefit of the respective parties and their assigns, transferees and successors.
- (vi) This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

FINCH, PRUYN & COMPANY,
INCORPORATED, as Assignor

By: *Paul J. Cant*
Name
PRUYN
Title

FINCH PAPER LLC, as Assignee

By: _____
Name

Title

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

FINCH, PRUYN & COMPANY,
INCORPORATED, as Assignor

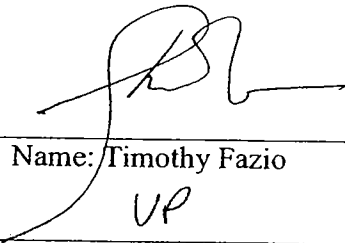
By:

Name

Title

FINCH PAPER LLC, as Assignee

By:



Name: Timothy Fazio

VP

Title

SCHEDULE A

TRADEMARKS

Trademark	Registration No.	Registration Date
FINCH	718,566	7/18/1981
FINCH PAPER	850,617	6/11/1988
FINCH FINE	1,329,552	4/09/1985
CASABLANCA	1,767,434	4/27/1993